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Jason Calderone, Tom Estess, and Kalle Wik

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Margaret Wallace,

07-CIV03899

Plaintiff,

Judge Daniels

-against-

Skunk Studios, Inc., Jason Calderone,
Tom Estess, and Kalle Wik,
Defendants.

Affidavit of Kalle Wik in Support
of Defendants' Motion to Dismiss
For Lack of Personal Jurisdiction
and Improper Venue, or in the
Alternative To Transfer Venue

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN FRANCISCO)

KALLE WIK, being duly sworn, deposes and states under penalties of perjury as
follows:

1. I am the President of Skunk Studios Inc., and I am a named defendant in the above referenced action. I am also a shareholder of Skunk Studios Inc. I have personal knowledge of the facts and circumstances contained within this declaration and could, if called, competently testify thereto.

2. I am making this Affidavit in Support of defendants Skunk Studios Inc., Jason Calderone, Tom Estess, and Kalle Wik's Motion to Dismiss for lack of jurisdiction and improper venue.

3. I am aware that plaintiff Margaret Wallace has affirmed that Skunk Studios has engaged in business with and has contracts with five New York companies: Game Trust Inc., Boonty Inc., Viacom Inc., AudioBrain LLC, and Oberon Media Inc.

4. Ms. Wallace's sworn information regarding these companies is incorrect and/or misleading regarding Skunk Studios' contracts with stated New York companies as explained in the following particulars.

a. Skunk Studios does not have any current business relationship with Game Trust Inc. Although Skunk Studios entered into a contract with Game Trust Inc. approximately 3 years ago to put GameTrust games on SkunkStudios.com, the publishing of Game Trust games ended in November 2005 when Skunk Studios launched its new website. Upon information and belief, Skunk Studios' contract with Game Trust yielded \$0 in revenue for Skunk Studios.

b. Boonty Inc. is a European distributor which generates very little revenue for Skunk Studios, and is very far behind in providing timely payment to Skunk Studios for outstanding royalties. Indeed, Skunk Studios collected less than \$50 dollars in revenue from Boonty Inc. in 2006. Upon information and belief, Boonty's headquarters and principal place of business are located in Paris, France. Approximately 3 years ago, when Skunk Studios entered into an agreement with Boonty Inc., Skunk Studios' contact was located in Paris, France. Upon

information and belief, Skunk Studios has never had any relationship with Boonty or any Boonty employee/representative located in New York State. Upon information and belief, Skunk Studios has not updated its contract or relationship with Boonty since the initial agreement 3 years ago.

c. Skunk Studios has no connection with Viacom Inc. other than its distribution partnership with Shockwave.com, a San Francisco-based company that was acquired by Viacom within the last year. Upon information and belief, Skunk Studios has never had any dealings with Viacom or any Viacom employee/representative located in New York.

d. Skunk Studios Inc. does not have any current contracts with AudioBrain LLC. and has not had any contracted work with AudioBrain LLC since 2003, when AudioBrain completed its work for Skunk Studios. Other than paying some royalties for work performed during or before 2003, Skunk Studios did not have any ongoing business with AudioBrain LLC through 2006. Further, Skunk Studios purchased the remainder of the royalty contract with AudioBrain in 2006 and made the final payment. Skunk Studios has no plans to start any new business with AudioBrain LLC.

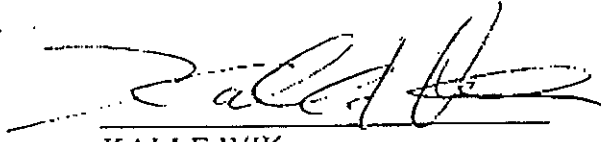
e. Skunk Studios does have a distribution contract with Oberon Media Inc., and of the named companies Oberon Media is the only one of any significant importance to Skunk Studios. However, Oberon Media is not considered one of Skunk Studios major partners. Indeed, income from Oberon Media comprised only 2% of total income for Skunk Studios in 2006. Oberon is a "content aggregator," who distributes Skunk Studios products non-exclusively as do many other portal and web site partners. All meetings involving Skunk Studios and Oberon Media Inc. have taken place in San Francisco, California, San Jose, California, or Seattle, Washington. Our current business interactions with Oberon are exclusively with employees of Oberon Media's Seattle office.

5. Further, Ms. Wallace has affirmed that Skunk Studios has "negotiated" with several New York businesses, such as EyeBlaster, Inc. and Nickelodeon Inc. Upon information and belief, Skunk Studios has never had any negotiation with EyeBlaster Inc. There was only one meeting between Skunk Studios and Nickelodeon Inc. approximately 2 years ago, and this meeting took place in San Francisco, California. The meeting with Nickelodeon did not generate any project for Skunk Studios.

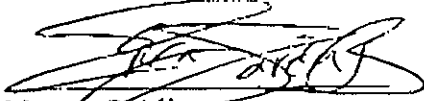
6. I was very surprised to see that Ms. Wallace affirmed that 1/8 of Skunk Studios' user base lives in New York. Upon information and belief, it is impossible to determine what percentage of Skunk Studios worldwide user base lives in New York. Since Skunk Studios serves a world-wide base of customers, it is my belief that Ms. Wallace's estimate of 1/8 is very inflated. A complete and accurate estimate would be nearly impossible, since it would involve aggregation across multiple partner channels, and such demographic information is not provided to Skunk Studios by said partners.


7. Plaintiff Margaret Wallace's shares of stock have absolutely not been diluted by any of the defendants.

8. I do not believe that any testimony by Nick Fortugno would be beneficial in this case. Mr. Fortugno does not have any information related to Skunk Studios' shares or its business dealings. He is not and has never been a shareholder of Skunk Studios.


KALLE WIK

Sworn to before me this
9th day of July, 2007.


Notary Public

* Attached Notary 

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of

San Francisco

} ss.

☒ See Attached Document (Notary to cross out lines 1-6 below)

☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

6th day of July, 2007, by

(1) Kalle Wik
Name of Signer



☐ Personally known to me
☒ Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)
(and

(2) _____
Name of Signer

☐ Personally known to me
☒ Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Leasehold Pledge Docs.

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Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2

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